

1 GRANT P. ALEXANDER (BAR NO. 228446)
 2 E-Mail: galexander@allenmatkins.com
 3 MELISSA K. BELL (BAR NO. 312873)
 4 E-Mail: mbell@allenmatkins.com
 5 ALLEN MATKINS LECK GAMBLE
 6 MALLORY & NATSIS LLP
 7 865 South Figueroa Street, Suite 2800
 8 Los Angeles, California 90017-2543
 9 Phone: (213) 622-5555
 10 Fax: (213) 620-8816

11
 12 Attorneys for Defendants
 13 MONASTERY CAMP, WILLIAM DAWSON, RICHARD
 14 DEWEY AND MICHAEL LAHORGUE
 15
 16
 17
 18
 19

20 UNITED STATES DISTRICT COURT
 21 NORTHERN DISTRICT OF CALIFORNIA

22 ANTHONY GREGG, SHAWN GRANGER,
 23 and WALLID SAAD, on behalf of themselves
 24 and all others similarly situated,

25 Plaintiffs,

26 vs.

27 MONASTERY CAMP, WILLIAM DAWSON,
 28 RICHARD DEWEY, MICHAEL
 29 LAHORAGUE, and DOES 1-10,

30 Defendants.

31 Case No. 3:23-CV-2760-AMO

32 **DEFENDANTS' ANSWER TO
 33 PLAINTIFFS' SECOND AMENDED
 34 COMPLAINT; COUNTERCLAIM**

35 SAC Filed: May 23, 2024

36 Defendants Monastery Camp, William Dawson, Richard Dewey and Michael
 37 “LaHorague” (“Defendants”) hereby answer Plaintiffs Anthony Gregg, Shawn Granger and
 38 Wallid Saad (together, “Plaintiffs”) Second Amended Complaint on behalf of Defendants
 39 Monastery Camp, William Dawson, Richard Dewey, Michael LaHorgue¹, as follows:

40 **I. INTRODUCTION**

41 1. Defendants lack sufficient knowledge and information to form a belief as to the truth
 42 of the allegations set forth in Paragraph 1, and on that basis deny each allegation therein.

43
 44
 45
 46
 47
 48 ¹ The Second Amended Complaint names Michael LaHorague as a defendant, which
 49 Defendants believe is a misspelling of Michael LaHorgue.

- 1 a. Defendants deny each and every allegation in the sub-paragraph.
- 2 b. Defendants deny each and every allegation in the sub-paragraph.
- 3 c. Defendants deny each and every allegation in the sub-paragraph.
- 4 d. Defendants deny each and every allegation in the sub-paragraph.
- 5 e. Defendants deny each and every allegation in the sub-paragraph.
- 6 f. Defendants deny each and every allegation in the sub-paragraph.

7 2. Defendants deny each and every allegation in the paragraph.

8 **II. JURISDICTION**

9 3. Defendants allege that Paragraph 3 contains legal arguments, to which no response
10 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

11 4. Defendants deny each and every allegation in the paragraph.

12 5. Defendants deny each and every allegation in the paragraph.

13 6. Defendants allege that Paragraph 6 contains legal arguments, to which no response
14 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

15 **III. PARTIES**

16 **Plaintiffs**

17 7. Defendants admit that Plaintiffs' duties included providing members and guests with,
18 among others, food, drinks and hospitality services. Except as expressly admitted, Defendants deny
19 the remaining allegations of the paragraph.

20 8. Defendants deny each and every allegation in the paragraph.

21 9. Defendants deny each and every allegation in the paragraph.

22 10. Defendants lack sufficient knowledge and information to form a belief as to the truth
23 of the allegations regarding Bohemian Club set forth in this paragraph, and on that basis deny each
24 such allegation therein. To the extent "Bohemian Club camps" includes Monastery Camp,
25 Defendants deny each and every allegation in the paragraph.

26 11. Defendants deny each and every allegation in the paragraph.

27 12. Defendants allege that Paragraph 12 contains legal arguments, to which no response
28 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

- 1 13. Defendants deny each and every allegation in the paragraph.
 2 14. Defendants deny each and every allegation in the paragraph.
 3 15. Defendants deny each and every allegation in the paragraph.
 4 16. Defendants deny each and every allegation in the paragraph.
 5 17. Defendants deny each and every allegation in the paragraph.

6 **Defendants**

7 18. Defendants admit that Monastery Camp is a camp associated with Bohemian Grove
 8 in Monte Rio, California Except are expressly admitted, Defendants deny the remaining allegations
 9 of the paragraph.

10 19. Defendants admit that Defendant Dawson is a former Bohemian Club treasurer and
 11 separately that Defendant Dawson previously held the position of CFO for a biotech company.
 12 Except as expressly admitted, Defendants deny the remaining allegations of the paragraph.

13 20. Defendants admit that Defendant Dawson had an email signature that included the
 14 same P.O. Box that is listed on the Monastery Camp's checks he signed and that Defendant Dawson
 15 was a Monastery Camp Captain until 2022. Except as expressly admitted, Defendants deny the
 16 remaining allegations of the paragraph.

17 21. Defendants admit that Defendant Dewey is the Chairman and Founder of Dewey
 18 Land Company, Inc. and that Defendant Dewey has been Defendant Monastery Camp's Captain
 19 during the liability period. Except as expressly admitted, Defendants deny the remaining allegations
 20 of the paragraph.

21 22. Defendants lack sufficient knowledge and information to form a belief as to the truth
 22 of the allegations regarding Michael "LaHorague" set forth in Paragraph 22, and on that basis deny
 23 each allegation therein. To the extent the allegations relate to Michael LaHorgue, Defendants admit
 24 that Michael LaHorgue was a founder of Seaview Ventures, LLC and President of Carmel Partners.
 25 Except as expressly admitted, Defendants deny the remaining allegations of the paragraph.

26 23. Defendants lack sufficient knowledge and information to form a belief as to the truth
 27 of the allegations regarding Michael "LaHorague" set forth in Paragraph 23, and on that basis deny
 28 each allegation therein. To the extent the allegations relate to Michael LaHorgue, Defendants admit

1 that Michael LaHorgue has been a Monastery Camp Captain since 2022. Except as expressly
 2 admitted, Defendants deny the remaining allegations of the paragraph.

3 24. Defendants admit that Defendants Dewey and Dawson were Monastery Camp
 4 captains. To the extent the allegation regarding “Michael LaHorague” relates to Michael LaHorgue,
 5 Defendants admit that Michael LaHorgue has been a Monastery Camp captain. Except as expressly
 6 admitted, Defendants deny the remaining allegations of the paragraph..

7 25. Defendants admit that Defendants Dewey and Dawson were at Monastery Camp in
 8 June 2023. To the extent the allegation regarding “Michael LaHorague” relates to Michael
 9 LaHorgue, Defendants admit that Michael LaHorgue was at Monastery Camp in June 2023. Except
 10 as expressly admitted, Defendants deny the remaining allegations of the paragraph.

11 26. Defendants deny each and every allegation in the paragraph.

12 27. Defendants deny each and every allegation in the paragraph.

13 28. Defendants admit that Monastery Camp typically operates at a loss. Except as
 14 expressly admitted, Defendants deny the remaining allegations of the paragraph.

15 29. Defendants lack sufficient knowledge and information to form a belief as to the truth
 16 of the allegations set forth in Paragraph 29 regarding Michael “LaHorague”, and on that basis deny
 17 such allegations. To the extent the allegations relate to Defendants Dewey, Dawson and/or Michael
 18 LaHorgue, Defendants deny each and every allegation in the paragraph.

19 30. Defendants lack sufficient knowledge and information to form a belief as to the truth
 20 of the allegations set forth in Paragraph 30 regarding Michael “LaHorague”, and on that basis deny
 21 such allegations. Defendants deny each and every allegation in the paragraph.

22 31. Defendants lack sufficient knowledge and information to form a belief as to the truth
 23 of the allegations set forth in Paragraph 31 regarding a Bohemian Club, and on that basis deny such
 24 allegations. To the extent the allegations relate to Monastery Camp, Defendant Dewey, Defendant
 25 Dawson, or Michael LaHorgue, Defendants deny each and every allegation in the paragraph.

26 32. Defendants lack sufficient knowledge and information to form a belief as to the truth
 27 of the allegations set forth in Paragraph 32 regarding Michael “LaHorague”, and on that basis deny
 28 such allegations. To the extent the allegations relate to Monastery Camp, Defendant Dewey,

1 Defendant Dawson, and/or Michael LaHorgue, Defendants deny each and every allegation in the
 2 paragraph.

3 33. Defendants deny each and every allegation in the paragraph.

4 34. Defendants deny each and every allegation in the paragraph.

5 35. Defendants deny each and every allegation in the paragraph.

6 36. Defendants deny each and every allegation in the paragraph.

7 37. Defendants deny each and every allegation in the paragraph.

8 38. Defendants admit that camps have one or more “Camp Captains.” Except as
 9 expressly admitted, Defendants deny the remaining allegations of the paragraph.

10 39. Defendants admit that Monastery Camp is not incorporated. Defendants lack
 11 sufficient knowledge and information to form a belief as to the truth of the allegations set forth in
 12 Paragraph 39 regarding Michael LaHorague, and on that basis deny such allegations. Except as
 13 expressly admitted, Defendants deny the remaining allegations in the paragraph.

14 40. Defendants deny each and every allegation in the paragraph.

15 41. Defendants deny each and every allegation in the paragraph.

16 42. Defendants admit that Monastery Camp is a camp associated with Bohemian Grove.
 17 Except as expressly admitted, Defendants deny the remaining allegations of the paragraph.

18 43. Defendants deny each and every allegation in the paragraph.

19 44. Defendants lack sufficient knowledge and information to form a belief as to the truth
 20 of the allegations set forth in Paragraph 44 as it is unclear which current or former “Defendant” it
 21 refers to, and on that basis deny each allegation therein. To the extent the allegation refers to
 22 Defendant Monastery Camp, Dawson, Dewey, or Michael LaHorgue, Defendants deny each and
 23 every allegation in the paragraph.

24 45. Defendants deny each and every allegation in the paragraph.

25 46. Defendants deny each and every allegation in the paragraph.

26 47. Defendants admit that meet and confers with counsel occurred regarding Plaintiffs’
 27 allegations, all of which Defendants deny. Except as expressly admitted, Defendants deny the
 28 remaining allegations in the paragraph.

1 48. Defendants deny each and every allegation in the paragraph.

2 49. Defendants admits that during conversations between counsel for Plaintiffs' and
3 counsel for Monastery Camp, counsel for Monastery Camp informed Plaintiffs' counsel that
4 Plaintiffs were not Monastery Camp's employees. Except as expressly admitted, Defendant denies
5 the remaining allegations in the paragraph.

6 50. Defendants allege that Paragraph 50 contains legal arguments, to which no response
7 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

8 51. Defendants allege that Paragraph 51 contains legal arguments, to which no response
9 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

10 52. Defendants lack sufficient knowledge and information to form a belief as to the truth
11 of the allegations regarding other defendants set forth in this paragraph, and on that basis deny each
12 such allegation therein. To the extent the allegations relate to Monastery Camp, Defendant Dewey,
13 Defendant Dawson, and/or Michael LaHorgue, Defendants deny each and every allegation in the
14 paragraph.

15 53. Defendants lack sufficient knowledge and information to form a belief as to the truth
16 of the allegations regarding other defendants set forth in this paragraph, and on that basis deny each
17 such allegation therein. To the extent the allegations relate to Monastery Camp, Defendant Dewey,
18 Defendant Dawson, and/or Michael LaHorgue, Defendants deny each and every allegation in the
19 paragraph.

20 54. Defendants lack sufficient knowledge and information to form a belief as to the truth
21 of the allegations regarding other defendants set forth in this paragraph, and on that basis deny each
22 such allegation therein. To the extent the allegations relate to Monastery Camp, Defendant Dewey,
23 Defendant Dawson, and/or Michael LaHorgue, Defendants deny each and every allegation in the
24 paragraph.

25 55. Defendants deny each and every allegation in the paragraph

26 56. Defendants admit that Monastery Camp sought out the services of a professional
27 employer organization or someone similarly situated. Except as expressly admitted, Defendants
28 deny the remaining allegations in the paragraph.

1 57. Defendants admit that Defendant Dawson sought out the services of a professional
 2 employer organization or someone similarly situated. Except as expressly admitted, Defendants
 3 deny the remaining allegations in the paragraph.

4 58. Defendants admit that beginning in 2019, Defendant Pomella LLC began overseeing
 5 Defendant's payroll for the valets providing services at Monastery Camp.

6 59. Defendants deny each and every allegation in the paragraph.

7 60. Defendants admit that no camp functions were conducted during 2020 due to the
 8 COVID-19 pandemic. Except as expressly admitted, Defendants deny the remaining allegations in
 9 the paragraph.

10 61. Defendants deny each and every allegation in the paragraph.

11 62. Defendants deny each and every allegation in the paragraph.

12 63. This paragraph is a characterization of a document, to which no response is required.
 13 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
 14 for a full and accurate statement of its contents.

15 64. This paragraph is a characterization of a document, to which no response is required.
 16 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
 17 for a full and accurate statement of its contents. Defendants deny the remaining allegations in the
 18 paragraph.

19 65. This paragraph is a characterization of a document, to which no response is required.
 20 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
 21 for a full and accurate statement of its contents. Defendants deny the remaining allegations in the
 22 paragraph.

23 66. Defendants deny each and every allegation in the paragraph.

24 67. This paragraph is a characterization of a document, to which no response is required.
 25 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
 26 for a full and accurate statement of its contents.

27

28

1 68. This paragraph is a characterization of a document, to which no response is required.
 2 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
 3 for a full and accurate statement of its contents.

4 69. Defendants deny each and every allegation in the paragraph.

5 70. Defendants deny each and every allegation in the paragraph.

6 71. Defendants deny each and every allegation in the paragraph.

7 72. Defendants deny each and every allegation in the paragraph.

8 73. Defendants lack sufficient knowledge and information to form a belief as to the truth
 9 of the allegations regarding wages owed by Pomella LLC set forth in this paragraph, and on that
 10 basis deny each such allegation therein. To the extent the allegations relate to Monastery Camp,
 11 Defendant Dawson, Defendant Dewey, and/or Michael LaHorgue, Defendants deny each and every
 12 allegation in the paragraph.

13 74. Defendants deny each and every allegation in the paragraph.

14 75. Defendants lack sufficient knowledge and information to form a belief as to the truth
 15 of the allegations regarding meal periods and premium wages owed by Pomella LLC as set forth in
 16 this paragraph, and on that basis deny each such allegation therein. To the extent the allegations
 17 relate to Monastery Camp, Defendant Dawson, Defendant Dewey, and/or Michael LaHorgue,
 18 Defendants deny each and every allegation in the paragraph.

19 76. Defendants lack sufficient knowledge and information to form a belief as to the truth
 20 of the allegations regarding wage statements provided by Pomella LLC as set forth in this paragraph,
 21 and on that basis deny each such allegation therein. To the extent the allegations relate to Monastery
 22 Camp, Defendant Dawson, Defendant Dewey, and/or Michael LaHorgue, Defendants deny each
 23 and every allegation in the paragraph.

24 77. Defendants deny each and every allegation in the paragraph.

25 78. Defendants deny each and every allegation in the paragraph.

26 79. Defendants deny each and every allegation in the paragraph.

27 80. Defendants allege that Paragraph 80 contains legal arguments, to which no response
 28 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

1 ||| 81. Defendants deny each and every allegation in the paragraph.

2 ||| 82. Defendants deny each and every allegation in the paragraph.

3 83. This paragraph is a characterization of a document, to which no response is required.

4 To the extent a response is deemed required, Defendants respectfully refer the Court to the document
5 for a full and accurate statement of its contents.

6 84. This paragraph is a characterization of a document, to which no response is required.

7 To the extent a response is deemed required, Defendants respectfully refers the Court to the
8 document for a full and accurate statement of its contents.

FIRST CAUSE OF ACTION

10 85. Defendants incorporate their responses to paragraphs 1 through 84 as if fully set forth
11 herein.

12 86. Defendants allege that Paragraph 86 contains legal arguments, to which no response
13 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

14 ||| 87. Defendants deny each and every allegation in the paragraph.

15 ||| 88. Defendants deny each and every allegation in the paragraph.

16 89. Defendants lack sufficient knowledge and information to form a belief as to the truth
17 of the allegations regarding Plaintiffs' timecards and pay stubs set forth in this paragraph, and on
18 that basis deny each such allegation therein. To the extent the allegations relate to Monastery Camp,
19 Defendant Dawson, Defendant Dewey, and/or Michael LaHorgue, Defendants deny each and every
20 allegation in the paragraph.

21 ||| 90. Defendants deny each and every allegation in the paragraph.

22 91. Defendants deny each and every allegation in the paragraph.

23 ||| 92. Defendants deny each and every allegation in the paragraph.

24 || 93. Defendants deny each and every allegation in the paragraph.

25 || 94. Defendants deny each and every allegation in the paragraph.

26 ||

27 95. Defendants lack sufficient knowledge and information to form a belief as to the truth
28 of the allegations regarding timesheets set forth in this paragraph, and on that basis deny each such

1 allegation therein. To the extent the allegations relate to Monastery Camp, Defendant Dawson,
 2 Defendant Dewey, and/or Michael LaHorgue, Defendants deny each and every allegation in the
 3 paragraph.

4 96. Defendants deny each and every allegation in the paragraph.

5 97. Defendants allege that Paragraph 97 contains legal arguments, to which no response
 6 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

7 98. Defendants allege that Paragraph 98 contains legal arguments, to which no response
 8 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

9 99. Defendants deny each and every allegation in the paragraph.

10 100. Defendants allege that Paragraph 100 contains legal arguments, to which no response
 11 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

12 101. Defendant alleges that Paragraph 101 contains legal arguments, to which no response
 13 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

SECOND CAUSE OF ACTION

15 102. Defendants incorporate their responses to paragraphs 1 through 101 as if fully set
 16 forth herein.

17 103. Defendants deny each and every allegation in the paragraph.

18 104. Defendants deny each and every allegation in the paragraph.

19 105. Defendants deny each and every allegation in the paragraph.

20 106. Defendants deny each and every allegation in the paragraph.

21 107. Defendants deny each and every allegation in the paragraph.

22 108. Defendants deny each and every allegation in the paragraph.

23 109. Defendants deny each and every allegation in the paragraph.

24 110. Defendants deny each and every allegation in the paragraph.

25 111. Defendants deny each and every allegation in the paragraph.

26 112. Defendants deny each and every allegation in the paragraph.

27

28

1 113. Defendants lack sufficient knowledge and information to form a belief as to the truth
2 of the allegations regarding timesheets set forth in this paragraph, and on that basis deny each and
3 every allegation in the paragraph.

4 ||| 114. Defendants deny each and every allegation in the paragraph.

5 ||| 115. Defendants deny each and every allegation in the paragraph.

6 ||| 116. Defendants deny each and every allegation in the paragraph.

7 ||| 117. Defendants deny each and every allegation in the paragraph.

8 ||| 118. Defendants deny each and every allegation in the paragraph.

9 119. Defendants allege that Paragraph 119 contains legal arguments, to which no response
10 is required. To the extent a response is required, Defendants deny each and every allegation in the
11 paragraph.

THIRD CAUSE OF ACTION

13 120. Defendants incorporate their responses to paragraphs 1 through 119 as if fully set
14 forth herein.

15 121. Defendants allege that Paragraph 121 contains legal arguments, to which no response
16 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

17 122. Defendant alleges that Paragraph 122 contains legal arguments, to which no response
18 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

19 123. Defendants allege that Paragraph 123 contains legal arguments, to which no response
20 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

21 ||| 124. Defendants deny each and every allegation in the paragraph.

22 || 125. Defendants deny each and every allegation in the paragraph.

23 || 126. Defendants deny each and every allegation in the paragraph.

24 || 127. Defendants deny each and every allegation in the paragraph.

25 || 128. Defendants deny each and every allegation in the paragraph.

26 || 129. Defendants deny each and every allegation in the paragraph.

27 || 130. Defendants deny each and every allegation in the paragraph.

28 || 131. Defendants deny each and every allegation in the paragraph.

1 132. Defendants deny each and every allegation in the paragraph.
 2 133. Defendants deny each and every allegation in the paragraph.
 3 134. Defendants deny each and every allegation in the paragraph.
 4 135. Defendants deny each and every allegation in the paragraph.
 5 136. Defendants allege that Paragraph 136 contains legal arguments, to which no response
 6 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

FOURTH CAUSE OF ACTION

8 137. Defendants incorporate their responses to paragraphs 1 through 136 as if fully set
 9 forth herein.
 10 138. Defendants allege that Paragraph 138 contains legal arguments, to which no response
 11 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.
 12 139. Defendants deny each and every allegation in the paragraph.
 13 140. Defendants deny each and every allegation in the paragraph.
 14 141. Defendants deny each and every allegation in the paragraph.
 15 142. Defendants deny each and every allegation in the paragraph.
 16 143. Defendants deny each and every allegation in the paragraph.
 17 144. Defendants allege that Paragraph 144 contains legal arguments, to which no response
 18 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.
 19 145. Defendants deny each and every allegation in the paragraph.
 20 146. Defendants lack sufficient knowledge and information to form a belief as to the truth
 21 of the allegations regarding other Defendants set forth in this paragraph, and on that basis deny each
 22 such allegation therein. To the extent the allegations relate to Monastery Camp, Defendants deny
 23 each and every allegation in the paragraph.
 24 147. Defendants deny each and every allegation in the paragraph.
 25 148. Defendants deny each and every allegation in the paragraph.
 26 149. Defendants incorporate their responses to paragraphs 1 through 148 as if fully set
 27 forth herein.
 28

FIFTH CAUSE OF ACTION

150. Defendants lack sufficient knowledge and information to form a belief as to the truth
 2 of the allegations regarding Plaintiffs employment set forth in this paragraph, and on that basis deny
 3 each such allegation therein. To the extent the allegations relate to Defendants, Defendants deny
 4 each and every allegation in the paragraph.

151. Defendants deny each and every allegation in the paragraph.

152. Defendants deny each and every allegation in the paragraph.

153. Defendants allege that Paragraph 153 contains legal arguments, to which no response
 2 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

SIXTH CAUSE OF ACTION

154. Defendants incorporate their responses to paragraphs 1 through 153 as if fully set
 2 forth herein.

155. Defendants allege that Paragraph 155 contains legal arguments, to which no response
 2 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

156. Defendants allege that Paragraph 156 contains legal arguments, to which no response
 2 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

157. Defendants lack sufficient knowledge and information to form a belief as to the truth
 2 of the allegations regarding times reported on timesheets set forth in this paragraph, and on that
 3 basis deny each such allegation therein.

158. Defendants deny each and every allegation in the paragraph.

159. Defendants deny each and every allegation in the paragraph.

160. Defendants deny each and every allegation in the paragraph.

161. Defendants deny each and every allegation in the paragraph.

162. Defendants lack sufficient knowledge and information to form a belief as to the truth
 2 of the allegations regarding wage statements issued by Pomella LLC as set forth in this paragraph,
 3 and on that basis deny each such allegation therein.

163. Defendants deny each and every allegation in the paragraph.

164. Defendants deny each and every allegation in the paragraph.

165. Defendants allege that Paragraph 165 contains legal arguments, to which no response is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

166. Defendants deny each and every allegation in the paragraph.

167. Defendants deny each and every allegation in the paragraph.

168. Defendants deny each and every allegation in the paragraph.

169. Defendants deny each and every allegation in the paragraph.

SEVENTH CAUSE OF ACTION

170. Defendants incorporate their responses to paragraphs 1 through 169 as if fully set forth herein.

171. Defendants deny each and every allegation in the paragraph.

172. Defendants deny each and every allegation in the paragraph.

173. Defendants deny each and every allegation in the paragraph.

174. Defendants allege that Paragraph 174 contains legal arguments, to which no response is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

175. Defendants deny each and every allegation in the paragraph.

176. Defendants deny each and every allegation in the paragraph.

177. Defendants deny each and every allegation in the paragraph.

EIGHTH CAUSE OF ACTION

178. Defendants incorporate their responses to paragraphs 1 through 177 as if fully set forth herein.

179. Defendants lack sufficient knowledge and information to form a belief as to the truth of the allegations regarding when Plaintiffs filed and served a PAGA complaint as set forth in this paragraph, and on that basis deny each and every allegation in paragraph 179.

180. Defendants allege that Paragraph 180 contains legal arguments, to which no response is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

181. Defendants deny each and every allegation in the paragraph.

182. Defendants deny each and every allegation in the paragraph.

183. Defendants deny each and every allegation in the paragraph.

1 184. Defendants allege that Paragraph 184 contains legal arguments, to which no response
 2 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

3 185. Defendants allege that Paragraph 185 contains legal arguments, to which no response
 4 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

5 186. Defendants allege that Paragraph 186 contains legal arguments, to which no response
 6 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

7 187. Defendants incorporate their responses to paragraphs 1 through 186 as if fully set
 8 forth herein. Defendants allege that Paragraph 187 contains legal arguments, to which no response
 9 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

10 188. Defendants allege that Paragraph 188 contains legal arguments, to which no response
 11 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

12 189. Defendants allege that Paragraph 189 contains legal arguments, to which no response
 13 is required. To the extent a response is required, Defendants deny the allegations in the paragraph.

PRAAYER FOR RELIEF

15 The remainder of the Second Amended Complaint sets forth Plaintiffs' prayer for relief to
 16 which no response is required. To the extent a response is required, Defendants requests that the
 17 Court deny Plaintiffs' prayer for relief in its entirety.

AFFIRMATIVE DEFENSES

19 Defendants assert the following separate and distinct affirmative defenses to Plaintiffs'
 20 Second Amended Complaint and each cause of action therein. Defendants' assertions are without
 21 concession to any of the allegations in the Second Amended Complaint and are in no way relieve
 22 Plaintiffs of their burden to prove each element of the claims therein. Defendants further reserve
 23 the right to assert additional defenses, amend, or supplement these defenses and any other
 24 allegation in this Answer to the extent that new, or previously undiscovered, information becomes
 25 available.

FIRST AFFIRMATIVE DEFENSE

27 The Second Amended Complaint, and each cause of action set forth therein, fails to state
 28 facts sufficient to constitute a cause of action against Defendants.

1 **SECOND AFFIRMATIVE DEFENSE**

2 Plaintiffs' claims are barred because Plaintiffs have failed to comply with statutory and/or
3 administrative prerequisites to bring this action.

4 **THIRD AFFIRMATIVE DEFENSE**

5 Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second
6 Amended Complaint are barred, in whole or in part, by the applicable statutes of limitations,
7 including but not limited to California Code of Civil Procedure sections 338 and 340 and Business
8 and Professions Code section 17208.

9 **FOURTH AFFIRMATIVE DEFENSE**

10 Plaintiffs' claims as set forth in the Second Amended Complaint are barred, in whole or in
11 part, because Plaintiffs and/or each alleged aggrieved employee as set forth in the Second
12 Amended Complaint has waived and/or released their claims.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 Plaintiffs' claims and those of each putative member of each purported class as set forth in
15 the Second Amended Complaint are barred, in whole or in part, by the doctrine of estoppel.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second
18 Amended Complaint are barred, in whole or in part, by the doctrine of laches.

19 **SEVENTH AFFIRMATIVE DEFENSE**

20 Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second
21 Amended Complaint are barred, in whole or in part, by the doctrine of unclean hands, as Plaintiff
22 Anthony Gregg has made admissions in the Second Amended Complaint regarding violation of,
23 among others, the California Labor Code by virtue of acting as an employer to one or more
24 purported alleged aggrieved employees during the applicable time period, upon which Defendants'
25 counterclaim is based.

26

27

28

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second Amended Complaint are barred, in whole or in part, by the principles of accord and satisfaction and payment.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second Amended Complaint are barred, in whole or in part, because the Second Amended Complaint is uncertain as the purported class definitions are ambiguous and conclusory.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of each putative member of each alleged aggrieved employee as set forth in the Second Amended Complaint are barred, because Plaintiffs and the alleged aggrieved employee they purport to represent have been paid all wages due and owed, including minimum wage and overtime, in accordance with law.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims under Business and Professions Code § 17200, *et seq.*, are barred, in whole or in part, because Plaintiffs and/or each alleged aggrieved employee are not entitled to equitable relief insofar as they have an adequate remedy at law.

TWELFTH AFFIRMATIVE DEFENSE

Defendants allege that prosecution of a class action and certification of the purported class under Business and Professions Code § 17200, *et seq.*, as applied to the facts and circumstances of this case, would constitute a denial of Defendants' due process rights in violation of the Fourteenth Amendment and the California Constitution.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they violate Defendants' rights under the United States and California Constitutions by attempting to enforce Business and Professions Code § 17200, *et seq.*, in a manner that renders the requirements of those statutes and provisions unconstitutionally vague.

28

FOURTEENTH AFFIRMATIVE DEFENSE

Defendants allege that any claim for statutory penalties or liquidated damages because of any nonpayment of wages alleged in the Second Amended Complaint fails because it was not willful. At all times, Defendants acted reasonably and in good faith with honest intentions, and it had no actual or constructive notice of a potential violation of the Labor Code.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendants allege that any claim for waiting time penalties under the Labor Code fails to the extent Plaintiffs and alleged aggrieved employees have not resigned or been discharged prior to the filing of the Second Amended Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, from recovery of damages because it would be unjust enrichment.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs and/or each alleged aggrieved employee as set forth in the Second Amended Complaint consented to some or all of the alleged unlawful acts.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second Amended Complaint for damages are barred, in whole or in part, by the avoidable consequences doctrine.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of each alleged aggrieved employee as set forth in the Second Amended Complaint are barred, in whole or in part, by the doctrine of equitable offset.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' cause of action for failure to furnish itemized wage statements in accordance with California Labor Code section 226 is barred because the wage statements provided Plaintiff and other employees "with the essential information for verifying that they were being properly

1 paid for all hours worked.” *See Morgan v. United Retail Inc.* (2010) 186 Cal. App. 4th 1136,
 2 1149.

3 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

4 Plaintiffs’ cause of action for alleged wage statement violations is barred because Plaintiffs
 5 and the alleged aggrieved employees were not injured by the alleged conduct.

6 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

7 If any alleged act or omission by Defendants is asserted to be a violation of any obligation
 8 to pay minimum wage, liquidated damages should not be awarded because any such act or
 9 omission was in good faith, and Defendants had reasonable grounds for believing that it was not
 10 violating any law relating to minimum wage. *See Cal. Lab. Code § 1194.2(b).*

11 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

12 This case cannot and should not proceed as a representative action because any
 13 representative claim is unmanageable and cannot be fairly litigated on a representative group
 14 basis.

15 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

16 Defendants have not yet completed an investigation and/or completed discovery of all the
 17 facts and circumstances of the subject matter of the Second Amended Complaint, and accordingly
 18 reserves the right to amend, modify, revise or supplement this Answer, and to plead such further
 19 defenses and take such further action as it may deem proper and necessary in its defense upon the
 20 completion of said investigation and discovery.

21 **PRAAYER FOR RELIEF**

22 WHEREFORE, Defendants prays for judgment as follows:

- 23 1. That judgment be entered in favor of Defendants and against Plaintiffs and that the
 24 Second Amended Complaint be dismissed with prejudice;
- 25 2. That Defendants be awarded costs of suit;
- 26 3. That Defendants be awarded its reasonable attorneys’ fees as may be determined by
 27 the Court; and
- 28 4. That the Court award such other and further relief as it deems just and proper.

1 Dated: June 6, 2024

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

2
3
4 By:

GRANT P. ALEXANDER
MELISSA K. BELL
Attorneys for Defendants MONASTERY
CAMP, WILLIAM DAWSON, RICHARD
DEWEY AND MICHAEL LAHORGUE

Melissa K. Bell

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTERCLAIM

Pursuant to Federal Rule of Civil Procedure 13, subdivision (a)(1)(A), Defendants and Counterclaimants Monastery Camp, William Dawson, Richard Dewey, and Michael LaHorgue (collectively “Defendants”), by the undersigned attorneys, assert the following counterclaims against Plaintiff and Counter-Defendant Anthony Gregg (“Plaintiff Gregg”): declaratory relief, intentional interference with contract and negligence.

JURISDICTION AND VENUE

1. These Counterclaims arise out of the same transaction and occurrence as the claims alleged in Plaintiffs’ Second Amended Complaint.

2. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 206(a)(1).

3. Venue is proper in this district because Monastery Camp events took place in the Northern District, in Sonoma County.

GENERAL ALLEGATIONS

4. Defendants incorporate their admissions in the Answer to the Second Amended Complaint as alleged herein.

5. Defendants allege that Plaintiff and Counter-Defendant Gregg and Plaintiffs Granger and Wallid provided valet services at Monastery Camp at times between 2019 and 2022 for which they were employed by Pomella LLC. Defendants allege that Plaintiffs completed timesheets reflecting time worked and submitted them to Pomella LLC. Plaintiffs were paid by Pomella LLC for all hours worked that were reflected on their timesheets.

6. Defendants allege, on information and belief, that during his employment Plaintiff Gregg was aware of the contractual agreements between Pomella LLC, the Bohemian Club and/or Monastery Camp, and conspired to control terms and conditions of employment of valets to interfere with that contract and violate the FLSA and California Labor Code. Specifically, Defendants allege, on information and belief, that Plaintiff and Counter-Defendant Gregg instructed valets, including Plaintiffs Shawn Granger and Wallid Saad, to misrepresent the time worked on their timesheets that were turned in to Pomella LLC, in order to artificially inflate the amount of hours worked. Plaintiff

1 and Counter-Defendant Gregg did so without regard to federal and state law, as well as protocols
2 and policies which he knew required the accurate reporting of time to Pomella LLC.

3 7. Defendants allege, on information and belief, that Plaintiff and Counter-Defendant
4 Gregg also misrepresented the time that he worked when he turned in his own timesheets in to
5 Pomella LLC. In engaging in these acts, and to the extent liability attaches for any of the allegations
6 put forth by Plaintiffs as against Defendants, Plaintiff and Counter-Defendant Gregg not only
7 violated the FLSA and the California Labor Code, he also contributed to the purported damages
8 suffered here.

FIRST COUNTERCLAIM

(Declaratory Relief)

11 8. Defendants incorporate by reference the allegations in the paragraphs above as
12 though set forth in full.

13 9. An actual controversy exists between Plaintiff Gregg and Defendants concerning the
14 amount of any damages and penalties for any violation of the federal Fair Labor Standards Act
15 and/or the California Labor Code with respect to the valets providing services at the Monastery
16 Camp, and warranting a declaration from the Court regarding Defendants' rights in this litigation.

17 10. Plaintiffs contend that Monastery Camp was Plaintiffs' employer and is liable for
18 unpaid wages and penalties.

19 11. Defendant Monastery Camp contends that it was not Plaintiffs' employer and is not
20 liable for unpaid wages and/or penalties. However, if the court is inclined to find Defendants liable
21 for any unpaid wages and/or penalties under the FLSA and/or California Labor Code, Defendants
22 contend that Plaintiff Gregg is jointly and severally liable, as Plaintiff and Counter-Defendant Gregg
23 also acted as the employer of Plaintiffs Granger and Saad, as well as himself, during the relevant
24 time period. In acting as the employer, Plaintiff and Counter-Defendant Gregg was responsible for
25 and did in fact compensate Plaintiffs Granger and Saad for their work and later submitted timecards
26 on behalf of Plaintiffs Granger and Saad to Pomella LLC. Plaintiff and Counter-Defendant Gregg
27 is therefore jointly and severally liable, as an employer, for the acts he and Plaintiffs Granger and
28 Saad now allege against Defendants.

1 12. Defendants therefore request that this Court declare that to the extent Defendants are
2 liable for any unpaid wages and/or penalties, Plaintiff Gregg is jointly and severally liable for any
3 amount of unpaid wages and/or penalties.

SECOND COUNTERCLAIM

(Intentional Interference with Contract)

6 13. Defendants incorporate by reference the allegations in paragraphs 1-12 above as
7 though set forth in full.

8 14. Defendants allege that a written contract existed between Pomella LLC and
9 Monastery Camp regarding the recording and submission of timecards for valets provided by
10 Pomella LLC to Monastery Camp. That written agreement included terms by which the parties
11 were to adhere, including accurate reporting of hours worked.

12 15. Plaintiff and Counter-Defendant Gregg was aware of the contract and its terms, as
13 he himself was an employer and managed the work and timecard entry of, among others Plaintiffs
14 Granger and Saad.

15 16. Plaintiff Gregg knowingly interfered with the contract between Pomella LLC and
16 Monastery Camp and caused damage to Defendants by causing himself and instructing Plaintiffs
17 Granger and Saad, among other valets, to knowingly misrepresent the time worked on their
18 timesheets that were submitted to Pomella LLC for payroll processing, with fully knowledge that
19 this would constitute a breach of the written contract and would cause the contract to be breached
20 and terminated.

17. Plaintiff's conduct caused harm and ensuing damages to Defendants, in an amount
22 to be proven at trial.

THIRD COUNTERCLAIM

(Negligence)

25 18. Defendants incorporate by reference the allegations in the paragraphs above as
26 though set forth in full.

27 19. Defendants allege that to the extent Defendants are liable for any unpaid wages
28 and/or penalties, Plaintiff Gregg was the proximate cause of damages to Defendants.

1 20. As an employer and manager of other valets, Plaintiff and Counter-Defendant Gregg
2 had a duty to ensure the accurate and timely reporting of hours worked by valets at Monastery Camp,
3 and to submit accurate timecards regarding that time worked to Pomella LLC.

4 21. Plaintiff and Counter-Defendant Gregg breached that duty by causing himself and
5 other valets to misrepresent the time worked on their timesheets that were submitted to Pomella
6 LLC for payroll processing.

7 22. Plaintiff's negligence in causing Pomella LLC to underpay wages was a substantial
8 factor in causing Defendants' harm.

9 23. Through Plaintiff's conduct Defendants were damaged, in an amount to be proven at
10 trial.

PRAYER FOR RELIEF

Defendants respectfully request that the Court enter judgment as follows:

13 1. On Defendants' First Counterclaim, a declaration that Plaintiff and Counter-
14 Defendant Gregg is jointly and severally liable for any amount of unpaid wages and/or penalties
15 under the FLSA and/or California Labor Code.

16 2. On Defendants' Second Counterclaim, awarding damages in favor of Defendants in
17 an amount to be determined at trial, but in no event less than half of the amount of the full amount
18 of damages and penalties for unpaid wages.

19 3. On Defendants' Third Counterclaim, awarding damages in favor of Defendants in
20 an amount to be determined at trial, but in no event less than half of the amount of the full amount
21 of damages and penalties for unpaid wages.

²² 4 Awarding Defendants their reasonable costs and fees, including attorneys' fees.

23 5. Granting Defendants such other and further relief as the Court deems just and
24 proper.

1 Dated: June 6, 2024

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

2
3
Melissa K. Bell

4 By: _____

5 GRANT P. ALEXANDER
6 MELISSA K. BELL
7 Attorneys for Defendants MONASTERY
8 CAMP, WILLIAM DAWSON, RICHARD
9 DEWEY AND MICHAEL LAHORGUE

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28